

IN THE CHANCERY COURT FOR DAVIDSON COUNTY, TENNESSEE

AT NASHVILLE

2012 MAR 20 AM 9:59

JEWELL S. TINNON

Plaintiff,

v.

GREATER NASHVILLE
REGIONAL COUNCIL, PUBLIC
GUARDIANSHIP PROGRAM FOR
THE ELDERLY,

and

KIM S. HALE, individually, and as
PUBLIC GUARDIAN, for the
GREATER NASHVILLE
REGIONAL COUNCIL PUBLIC
GUARDIANSHIP PROGRAM FOR
THE ELDERLY,

and

TENNESSEE MUNICIPAL LEAGUE
RISK MANAGEMENT POOL

and

KARL D. WARDEN, ESQ

Defendants.

Case No. 12-381-II
JURY DEMAND (12)

12C1244

VERIFIED COMPLAINT

Plaintiff Jewell S. Tinnon for her complaint against Defendants, Greater Nashville Regional Council, Public Guardianship Program for the Elderly, Ms. Kim S. Hale, Tennessee Municipal League Risk Management Pool, and Mr. Karl D. Warden, Esq., alleges as follows:

I. INTRODUCTION

This civil action is for breach of fiduciary duty, negligence, negligent hiring, retention and supervision, outrageous conduct and legal malpractice arising from Defendants' actions or omissions in the Conservatorship of Jewell S. Tinnon, Seventh Circuit Court for Davidson County, Tennessee, Case No. 10P-1322. This is also a suit against the blanket bond covering Greater Nashville Regional Council, Public Guardianship Program for the Elderly.

II. PARTIES

1. Plaintiff Jewell S. Tinnon ("Plaintiff" or "Tinnon"), is an eighty-two (82) year old citizen and resident of Davidson County, Tennessee. Prior to the acts complained of herein, Tinnon owned her own home free and clear and had considerable personal property she had acquired during her lifetime.

2. Defendant Greater Nashville Regional Counsel, Public Guardianship Program for the Elderly ("GNRC, PGPE"), upon information and belief, is an inactive Tennessee non-profit corporation doing business in Tennessee, and a grantee agency in contract with the Tennessee Commission on Aging and Disability, providing conservatorship services to citizens and residents of Davidson County, sixty (60) years old or older. GNRC, PGPE does not maintain a registered agent with the Tennessee Secretary of State.

3. Defendant Kim S. Hale ("Hale"), upon information and belief, is an individual employee or agent of GNRC, PGPE who serves as "District Public Conservator" for elderly disabled persons domiciled in or residing in Davidson County, Tennessee.

4. Defendant Tennessee Municipal League Risk Management Pool ("Pool"), upon information and belief, is an active Tennessee nonprofit corporation and insurance cooperative providing insurance services in Tennessee, and which has issued a "blanket bond" covering

GNRC, PGPE and/or Hale against claims of liability. Dawn R. Crawford is the Pool's registered agent with the Tennessee Secretary of State, and may be served with process at 5100 Maryland Way, Brentwood, Tennessee 37027.

5. Defendant Karl D. Warden, Esq. ("Warden"), is an attorney licensed to practice law in the State of Tennessee, and practicing in Davidson County, Tennessee.

III. JURISDICTION AND VENUE

6. Jurisdiction is proper in this court pursuant to Tenn. Code Ann. §§ 16-11-101, 16-11-102(a), 16-11-103, 16-11-108, 16-11-114, and because the actions or omissions alleged occurred in Davidson County, Tennessee. Venue is proper in this court pursuant to Tenn. Code Ann. § 20-4-102(a).

IV. FACTS

7. On August 24, 2010, an Emergency Petition to Appoint Temporary Conservator and Application for Restraining Order ("Petition") was filed against Tinnon in the Seventh Circuit Court of Davidson County, Tennessee, Case No. 10P-1322, by Tinnon's two (2) grandsons requesting that the court appoint them as Temporary Co-Conservators of the person and property of Tinnon.

8. The Petition did not contain the name of Tinnon's physician or psychologist.

9. The Petition did not contain a sworn medical examination report.

10. The Petition did not contain a statement that Tinnon had been examined but the sworn medical examination report had not been received but would be filed before the hearing.

11. The Petition did not contain a statement that Tinnon refused to be examined voluntarily, with a request that the court direct Tinnon to submit to medical examination.

12. On August 24, 2010, the Seventh Circuit Court entered an "Order Appointing Temporary Co-Conservators and Granting Injunction" appointing Tinnon's two (2) grandsons temporary co-conservators over Tinnon's person and property.

13. On August 24, 2010, Temporary Letters of Co-Conservatorship of the Person and Property of Tinnon were issued to Tinnon's two (2) grandsons.

14. Tinnon was first served notice of the conservatorship proceeding against her on September 9, 2010, which was sixteen (16) days after her rights and liberties had been transferred away.

15. On September 16, 2010, Warden filed a motion in the Seventh Circuit Court to be appointed Tinnon's attorney *ad litem*. In his motion, Warden asserted that Tinnon "was alarmed about a conservatorship" and "assured him that she was perfectly capable of making her own decisions..."

16. On September 22, 2010, the Seventh Circuit Court conducted a hearing and appointed Warden as attorney *ad litem* for Tinnon. The Order evidencing Warden's appointment was entered by the Seventh Circuit Court on October 11, 2010.

17. The October 11, 2010 Order also set a final hearing on the Petition for December 2, 2010 at 10:00 a.m.

18. Upon information and belief, on November 15, 2010, Warden took Tinnon for a medical examination to be performed by Stephen D' Amico, M.D.

19. On November 20, 2010, Dr. D' Amico filled out and signed a "Report of Physician" opining that Tinnon was in need of a conservator to act on her behalf as a fiduciary. Warden personally notarized Dr. D' Amico's "Report of Physician."

20. On November 30, 2010, Warden filed Dr. D' Amico's "Report of Physician" of record with the Seventh Circuit Court.

21. On December 2, 2010, at 9:42 a.m., Warden filed an unverified Answer to the Petition on Tinnon's behalf. In the Answer, Warden stated that "Ms. Tinnon objects to a conservatorship over her person and property."

22. On December 2, 2010, the Seventh Circuit Court conducted a hearing in the matter. Tinnon was present at the hearing, along with several of her friends. During the hearing, Tinnon testified she did not need a conservator, wanted to move back into her own home and have control over her own finances.

23. At the December 2, 2010 hearing, Warden entered into an agreement with petitioner's counsel, in direct contravention to his client's wishes, to have the Greater Nashville Regional Counsel ("GNRC") appointed as Tinnon's conservator.

24. Warden's agreement to have the GNRC serve as Tinnon's conservator is expressly stated in the December 3, 2010 Order, which Warden personally drafted and submitted to the Court for entry.

25. The December 3, 2010 Order, reset the final hearing of the matter to January 20, 2011 at 1:30 p.m.

26. On December 3, 2010, Hale signed a Fiduciary Oath, swearing she would honestly and faithfully perform her duties as court-appointed fiduciary for Tinnon. Hale's Fiduciary Oath was filed of record on December 7, 2010.

27. On December 7, 2010, unlimited Letters of Conservatorship were issued to GNRC, empowering it to take full control over Tinnon's person, rights and property.

28. On January 20, 2011, Tinnon's niece, Ms. Margie Y. Inman, RN, intervened in the matter by filing a Request for Appointment, notifying the court that she was willing and able to assist Tinnon in any legal capacity needed.

29. On January 20, 2011, Warden filed a Motion to Continue the final hearing set for hearing the same day, partially in light of Ms. Inman's request, but also because the original petitioners (Tinnon's two (2) grandsons) had not yet filed a Final Accounting or turned over Tinnon's financial documentation to GNRC.

30. On January 20, 2011, the Seventh Circuit Court entered an Order expanding the authority of the GNRC, PGPE and expressly authorizing GNRC, PGPE to immediately enter into a contract for the auction of Tinnon's personal and real property.

31. Defendant Warden did not object to the sale of Tinnon's real and personal property at auction.

32. On February 11, 2011, an Order was entered requiring the Guardian *ad litem* to file a report by February 15, 2011.

33. On March 12, 2011, Tinnon's home, located at 1301 Southside Circle, Nashville, Tennessee 37212, her 1995 Pontiac Grand Am automobile, her home furnishings, clothes and personal belongings accumulated over a lifetime were sold at public auction to the highest bidder.

34. On March 14, 2011, an Order was entered appointing GNRC, PGPE as the Permanent Conservator of the Person and Property of Ms. Tinnon and discharged Warden as attorney *ad litem*.

35. GNRC, PGPE agreed to pay the auctioneer's commission and fees from Tinnon's assets.

36. On April 1, 2011, an Order was entered approving the Contract for Sale of Real Property (Tinnon's home) for \$83,000.00. After deducting its commission and fees, the auctioneer remitted \$72,817.97 to GNRC as proceeds from the sale of Tinnon's home. Tinnon's home was sold for less than half of its fair market value.

37. The auctioneer remitted \$2,648.78 to GNRC as proceeds from the sale of Tinnon's automobile, home furnishings, clothing and personal belongings.

38. On June 10, 2011, the Court entered an Order authorizing GNRC, PGPE to cash surrender Tinnon's American General Life and Accident Insurance Company Whole Life Insurance Policies being policy number 0898448217 and policy number 0125333005.

V. CAUSES OF ACTION

A. CLAIMS ALLEGED AGAINST DEFENDANT WARDEN

COUNT I - LEGAL MALPRACTICE

39. Plaintiff incorporates by reference and re-alleges the allegations contained in paragraphs 1-38 above as if stated verbatim herein.

40. Warden, as Tinnon's attorney *ad litem*, owed Tinnon a duty of reasonable care, skill and diligence.

41. Warden failed to adhere to the professional standard of care required of Tennessee attorneys.

42. Warden's negligence is so clear and palpable it is within the common knowledge of lay persons. Instead of opposing and resisting the conservatorship, as was his statutory duty under Tenn. Code Ann. § 34-1-125(a), Warden agreed and consented to the court's appointment of GNRC as Tinnon's conservator.

43. As a result of Warden's professional negligence Tinnon lost all of her individual rights, property and assets.

44. Warden's professional negligence was the cause in fact and proximate cause of Tinnon's damages.

45. Had Warden not betrayed his duty but had zealously represented his client Tinnon would not have suffered the damages she did.

COUNT II-BREACH OF FIDUCIARY DUTY

46. Plaintiff incorporates by reference and re-alleges the allegations contained in paragraphs 1-45 above as if stated verbatim herein.

47. Warden owed Tinnon a fiduciary duty while acting as her attorney *ad litem*. Tenn. Code Ann. § 34-1-125(a) provides, in relevant part, "[t]he attorney ad litem shall be an advocate for the respondent in resisting the requested relief."

48. Warden breached his fiduciary duty owed to Tinnon when he failed to resist the conservatorship.

49. Warden breached his fiduciary duty owed to Tinnon when he agreed to and consented to the court's appointment of GNRC as Tinnon's conservator.

50. Warden breached his fiduciary duty owed to Tinnon when he failed to move to set aside all *ex parte* orders entered by the Court before Tinnon was served notice of the proceeding, for want of personal jurisdiction.

51. Warden breached his fiduciary duty owed to Tinnon when he failed to plead or bring to the Court's attention that no medical proof had been submitted to the Court.

52. Warden breached his fiduciary duty owed to Tinnon when he procured the Report of Physician, adverse to this client's interests, and filed it of record with the Court.

53. Warden breached his fiduciary duty owed to Tinnon when he failed to attempt to obtain or failed to procure a competing Report of Physician finding that Tinnon did not need a conservator to act as her fiduciary.

54. Warden breached his fiduciary duty owed to Tinnon when he failed to argue, plead, or present to the Court a less restrictive conservatorship of his client's person and property.

55. Warden acted in his own interest and not in the interest of his client. Warden guaranteed payment of his legal fees from Tinnon's estate by volunteering to serve as her attorney *ad litem* and then failing to zealously resist the conservatorship.

56. Tinnon has suffered and continues to suffer injuries as a direct and proximate result of Warden's breach of his fiduciary duties owed to her.

B. CLAIMS ALLEGED AGAINST DEFENDANT GNRC, PGPE

COUNT I-NEGLIGENCE

57. Plaintiff incorporates by reference and re-alleges the allegations contained in paragraphs 1-56 above as if stated verbatim herein.

58. GNRC, PGPE owed Tinnon a duty of care to act in her best interest in the management of her person, property and finances.

59. GNRC, PGPE breached its duty of care owed to Tinnon when it failed to seek the least restrictive means available to protect Tinnon's interests.

60. GNRC, PGPE breached its duty of care owed to Tinnon when it failed to preserve her estate.

61. GNRC, PGPE breached its duty of care owed to Tinnon when it failed to preserve and protect Tinnon's estate by choosing to dispose of her real and personal property at a public

auction, and by allowing the auction company to withdraw auction fees from the proceeds of the sale.

62. GNRC, PGPE could have saved Tinnon's home and assets by allowing her to move back into her home under the care of her niece Margie Y. Inman, RN and/or Tinnon's other friends, who were willing and able to serve and assist Tinnon in any capacity she needed, of which GNRC, PGPE was fully aware.

63. GNRC, PGPE breached its duty of care owed to Tinnon when it offered and agreed to serve as Tinnon's conservator with full knowledge that Tinnon had a family member or friends who were willing and able to serve in such capacity, if found needed.

64. GNRC, PGPE breached its duty of care owed to Tinnon when it failed to allow Tinnon to determinatively participate as fully as possible in all decisions affecting her.

65. GNRC, PGPE's failure to act prudently has caused, and continues to cause, Ms. Tinnon significant and severe damage.

66. Tinnon's damages were actually and proximately caused by GNRC, PGPE's negligent, reckless and/or intentional acts.

COUNT II-BREACH OF FIDUCIARY DUTY

67. Plaintiff incorporates by reference and re-alleges the allegations contained in paragraphs 1-66 above as if stated verbatim herein.

68. GNRC, PGPE owed Tinnon a fiduciary duty while acting as her conservator.

69. GNRC, PGPE breached its fiduciary duty when it undersold Tinnon's real and personal assets. As a direct result of GNRC, PGPE's breach of its fiduciary duty to preserve Tinnon's assets, Tinnon is now living in public housing.

70. GNRC, PGPE breached its fiduciary duty when it cash surrendered Tinnon's \$75,000.00 life insurance policies for nominal values of less than \$1,800.

71. GNRC, PGPE breached its fiduciary duty when it lost, undersold or misappropriated Tinnon's personal property, including furniture, clothing, Family Bible (which she had owned since 1963), and four diamond rings.

72. GNRC, PGPE breached its fiduciary duty owed to Tinnon when it offered and agreed to serve as Tinnon's conservator with full knowledge that Tinnon had a family member or friends who were willing and able to serve in such capacity, if found needed.

73. GNRC, PGPE breached its fiduciary duty owed to Tinnon when it failed to allow Tinnon to determinatively participate as fully as possible in all decisions affecting her.

74. Tinnon has suffered and continues to suffer injuries as a direct and proximate result of GNRC, PGPE's breach of its fiduciary duties owed to her.

COUNT III - VICARIOUS LIABILITY

75. Plaintiff incorporates by reference and re-alleges the allegations contained in paragraphs 1-74 above as if stated herein verbatim.

76. Hale is GNRC, PGPE's agent or employee.

77. GNRC, PGPE, as principal, is liable for the negligent acts or omissions of Hale under the doctrine of *respondeat superior*, because Hale's negligence caused Tinnon to suffer damages while Hale was acting on the principal's business and within the scope of her employment when the injury occurred.

COUNT IV - NEGLIGENT HIRING, SUPERVISION AND RETENTION

78. Plaintiff incorporates by reference and re-alleges the allegations contained in paragraphs 1-77 above as if stated verbatim herein.

79. Upon information and belief, GNRC, PGPE had knowledge or should have had knowledge that Hale was an unfit person to serve as District Public Conservator on its behalf.

80. Upon information and belief, the harm caused by Hale's negligent actions or omissions was reasonably foreseeable to GNRC, PGPE.

81. Upon information and belief, GNRC, PGPE had specific knowledge of facts that would have and/or should have put GNRC, PGPE on notice of Hale's wrongful acts.

COUNT V – OUTRAGEOUS CONDUCT

82. Plaintiff incorporates by reference and re-alleges the allegations contained in paragraphs 1-81 above as if stated verbatim herein.

83. GNRC, PGPE's unnecessary liquidation of Tinnon's assets was intentional or reckless.

84. GNRC, PGPE's conduct in its treatment of Tinnon was so outrageous that it is not tolerated by civilized society.

85. Upon information and belief, GNRC, PGPE's humiliation and outrageous treatment of Tinnon resulted in serious mental injury to Tinnon.

C. CLAIMS ALLEGED AGAINST DEFENDANT HALE

COUNT I-NEGLIGENCE

86. Plaintiff incorporates by reference and re-alleges the allegations contained in paragraphs 1-85 above as if stated verbatim herein.

87. Hale owed Tinnon a duty of care to act in her best interest as her court appointed fiduciary or conservator.

88. Hale breached her duty owed to Tinnon when she refused to allow Tinnon to return to her home and decided to sell Tinnon's home and personal property at public auction.

89. Hale breached her duty owed to Tinnon when she refused to allow Tinnon any meaningful input as to her living arrangement.

90. Hale breached her duty of care owed to Tinnon when she offered and agreed to serve as Tinnon's conservator with full knowledge that Tinnon had a family member or friends who were willing and able to serve in such capacity, if found needed.

91. Hale breached her duty of care owed to Tinnon when she failed to allow Tinnon to determinatively participate as fully as possible in all decisions affecting her.

92. Tinnon has suffered and continues to suffer injuries as a direct and proximate result of Hale's negligence.

COUNT II - BREACH OF FIDUCIARY DUTY

93. Plaintiff incorporates by reference and re-alleges the allegations contained in paragraphs 1-92 above as if stated verbatim herein.

94. Hale owed Tinnon a fiduciary duty which acting as her conservator.

95. Hale breached her fiduciary duty when she sold Tinnon's home and personal assets.

96. Hale breached her fiduciary duty when she undersold Tinnon's real and personal assets. As a direct result of Hale's breach of her fiduciary duty to preserve Tinnon's assets, Tinnon is now living in public housing.

97. Hale breached her fiduciary duty when she cash surrendered Tinnon's \$75,000.00 life insurance policies for nominal values of less than \$1,800.

98. Hale breached her fiduciary duty when she lost, undersold or misappropriated Tinnon's personal property, including furniture, clothing, Family Bible (which she had owned since 1963), and four diamond rings.

99. Hale breached her fiduciary duty owed to Tinnon when she failed to allow Tinnon to determinatively participate as fully as possible in all decisions affecting her.

100. Tinnon has suffered and continues to suffer injuries as a direct and proximate result of Hale's breach of her fiduciary duties owed to her.

COUNT III – OUTRAGEOUS CONDUCT

101. Plaintiff incorporates by reference and re-alleges the allegations contained in paragraphs 1-100 above as if stated verbatim herein.

102. Hale's unnecessary liquidation of Tinnon's assets was intentional or reckless.

103. Hale's conduct in her treatment of Tinnon was so outrageous that it is not tolerated by civilized society.

104. Upon information and belief, Hale's humiliation and outrageous treatment of Tinnon resulted in serious mental injury to Tinnon.

D. CLAIMS ALLEGED AGAINST DEFENDANT POOL

SUIT AGAINST BLANKET BOND

105. Plaintiff incorporates by reference and re-alleges the allegations contained in paragraphs 1-104 above as if stated verbatim herein.

106. Upon information and belief, Tinnon alleges that Defendant Pool has issued a "blanket bond" covering GNRC, PGPE and/or Hale against claims of liability. Undersigned counsel has requested a copy of said bond from the Davidson County Probate Court Clerk, and has been told that they do not have a copy of said bond, but that said bond was issued by the Tennessee Municipal League Risk Management Pool.

107. If Plaintiff is successful in her claims against GNRC, PGPE and/or Hale, Tinnon is entitled to have her damage award paid out by Pool under the blanket bond.

VI. PRAYER FOR RELIEF

In consideration of the foregoing allegations, Tinnon humbly and respectfully prays for the following relief:

- A. That process immediately issue to all named Defendants and they are summoned to appear before this Court, and answer the allegations contained herein, within the timeframe provided under the Tennessee Rules of Civil Procedure or as ordered by the Court;
- B. That the Court empanel a jury of twelve (12) to try this matter;
- C. That the Court enters a monetary judgment in Tinnon's favor against Defendant Warden, as compensatory damages, for Warden's legal malpractice and breach of fiduciary duty in an amount not less than \$400,000.00;
- D. That the Court enters a monetary judgment in Tinnon's favor against Defendant Warden, as punitive damages, for Warden's breach of fiduciary duty in an amount not less than \$1,200,000.00;
- E. That the Court enters a monetary judgment in Tinnon's favor against Defendant GNRC, PGPE, as compensatory damages, for negligence, negligent hiring, supervision and retention, outrageous conduct and breach of fiduciary duty in an amount not less than \$400,000.00;
- F. That the Court enters a monetary judgment in Tinnon's favor against Defendant GNRC, PGPE, as punitive damages, for breach of fiduciary duty and/or outrageous conduct in an amount not less than \$1,200,000.00;
- G. That the Court enters a monetary judgment in Tinnon's favor against Defendant Hale, as compensatory damages, for negligence, outrageous conduct and breach of fiduciary duty in an amount not less than \$400,000.00;

H. That the Court enters a monetary judgment in Tinnon's favor against Hale, as punitive damages, for breach of fiduciary duty and/or outrageous conduct in an amount not less than \$1,200,000.00;

I. That the Court finds GNRC, PGPE vicariously liable under the doctrine of *respondeat superior*, for any and all damages attributed to Hale while acting in the scope of her employment as agent for GNRC, PGPE;

J. That the Court finds that Pool is liable to pay out any damage award attributed to Defendants GNRC, PGPE or Hale pursuant to its blanket bond providing coverage for their negligent or wrongful acts;

K. Alternatively, that the Court find all Defendants joint and severally liable for damages suffered by Tinnon;

L. That the Court construes any contradictory pleadings as alternative pleadings pursuant to Tenn. R. Civ. P. 8.01;

M. That Plaintiff is granted leave to amend her Verified Complaint to correct any errors or upon discovery of additional information or as justice so requires;

N. That the Court award Tinnon all discretionary costs and court costs incurred in this matter; and

O. That Plaintiff is granted all further relief, at law or equity, as justice so requires.

FILED this 12th day of March, 2012.

Respectfully Submitted,

LAW OFFICE OF MICHAEL G.
HOSKINS, P.C.

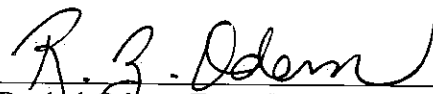

Michael G. Hoskins (BPR No. 024507)

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Co-Counsel for Plaintiff Jewell S. Tinnon

&

LAW OFFICE OF RACHEL ODOM, LLC

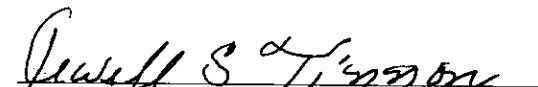


Rachel Odom, Esq. (B.P.R. No. 29328)
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Co-Counsel for Plaintiff Jewell S. Tinnon

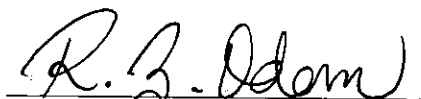
OATH

I, Jewell S. Tinnon, Plaintiff in the captioned action, swear or affirm that the factual allegations stated herein are true and correct to the best of my knowledge, information and belief.

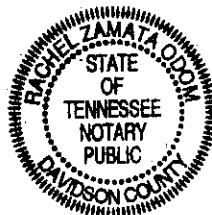

Jewell S. Tinnon

NOTARY VERIFICATION

Personally appeared before me, Ms. Jewell S. Tinnon, Plaintiff in the captioned matter, who is personally known by me or proved to me her identity by valid state issued identification, and after being duly sworn, signed her name to the oath above.


Notary Public

My Commission Expires: 1-9-16



MY COMMISSION EXPIRES:
January 9, 2016

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VICKI BAILEY
OFFICE MANAGER



Davidson County

JANAHERRERA
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COMMENTS:

IN THE CHANCERY COURT FOR THE STATE OF TENNESSEE

20TH JUDICIAL DISTRICT, DAVIDSON COUNTY

JEWELL S. TINNON,

Plaintiffs,

vs.

GREATER NASHVILLE REGIONAL
COUNCIL, PUBLIC GUARDIANSHIP
PROGRAM FOR THE ELDERLY,

KIM S. HALE, individually, and as
PUBLIC GUARDIAN, for the
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COUNCIL PUBLIC GUARDIANSHIP
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TENNESSEE MUNICIPAL LEAGUE
RISK MANAGEMENT POOL

KARL D. WARDEN, ESQ
RESPONSIBILITY OF SUPREME
COURT OF TENNESSEE

Defendants.

Case No. 12-381-II


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12C1244

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FILED

ORDER OF RECUSAL AND TRANSFER

For reasons satisfactory to the Court, the undersigned judge hereby recuses
herself in the above referenced case and forwards this case to the Assignment Judge,
Randy Kennedy, to transfer this case to Circuit court for all further proceedings as this
claim is for unliquidated damages. ^{Costs are taxed to the Plaintiffs.} IT IS SO ORDERED. clw


CAROL L. MCCOY
CHANCELLOR

cc: Rachel Odom, Attorney at Law
1215 Seventh Avenue North
Nashville, Tennessee 37208

Michael G. Hoskins, Attorney at Law
3200 West End Avenue, Suite 500
Nashville, Tennessee 37203

Judge Randy Kennedy
Assignment Judge